

In re:
Patricia L. Fitzgerald
Debtor

Case No. 17-13281-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Sep 14, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 16, 2021:

Recip ID	Recipient Name and Address
db	+ Patricia L. Fitzgerald, 1519 N. Center Avenue, Feasterville Trevose, PA 19053-4415
cr	+ Santander Consumer USA Inc., P.O. Box 961245, Fort Worth, TX 76161-0244
cr	+ Wilmington Savings, 1600 S. Douglass Rd, Anaheim, CA 92806-5948

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: gecsedl@recoverycorp.com	Sep 14 2021 23:55:28	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 16, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 14, 2021 at the address(es) listed below:

Name	Email Address
JOSEPH L QUINN	on behalf of Debtor Patricia L. Fitzgerald CourtNotices@rqplaw.com
KEVIN G. MCDONALD	on behalf of Creditor JPMORGAN CHASE BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
KEVIN S. FRANKEL	

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on behalf of Creditor JPMORGAN CHASE BANK NATIONAL ASSOCIATION pa-bk@logs.com

MATTEO SAMUEL WEINER

on behalf of Creditor JPMORGAN CHASE BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com

NATHALIE PAUL

on behalf of Creditor Citizens Bank N.A. npaul@weltman.com, pitecf@weltman.com

REBECCA ANN SOLARZ

on behalf of Creditor Wilmington Savings Fund Society FSB, as trustee of Stanwich Mortgage Loan Trust F
bkgroup@kmlawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

WILLIAM EDWARD CRAIG

on behalf of Creditor Santander Consumer USA Inc. ecfmail@mortoncraig.com mortoncraigecef@gmail.com

TOTAL: 9

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Patricia L. Fitzgerald

Debtor

CHAPTER 13

Wilmington Savings Fund Society, FSB, as
trustee of Stanwich Mortgage Loan Trust F

Movant

NO. 17-13281 MDC

vs.

Patricia L. Fitzgerald

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The automatic stay is now in effect as to Movant's loan on the Property located at 1519 Center Avenue, Feasterville Trevose, PA 19053.

2. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$5,368.92** which breaks down as follows:

Post-Petition Payments: June 2021 to August 2021 in the amount of
\$1,789.64/month

Total Post-Petition Arrears \$5,368.92

3. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,368.92**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,368.92** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

4. Beginning with the payment due September 1, 2021¹ and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,789.64 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

5. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

6. In the event the payments under Section 4 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

7. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

¹ Debtor is currently in a COVID forbearance until October 31, 2021, and Debtor is aware that she is not required to make September 2021 and October 2021's payments while in the forbearance, but she intends to do so. Debtor is aware that, if those payments are not made, she must make other arrangements with Movant to resolve that delinquency as they will otherwise be due at the end of the forbearance.


9. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 8, 2021

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 9/13/2021




Joseph L. Quinn, Esquire
Attorney for Debtor

Date: September 13, 2021

No Objection - Without Prejudice to Any
Trustee Rights or Remedies
/s/ LeeAne O. Huggins

William C. Miller, Esquire
Chapter 13 Trustee

Approved by the Court this 14th day of September 2021. However, the court retains discretion regarding entry of any further order.



Magdeline D. Coleman
Chief U.S. Bankruptcy Judge